

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Appl. No.: 09/779,974 Confirmation No.: 8166
Applicant(s): Tony J. Brice et al.
Filed: February 9, 2001
Art Unit: 3625
Examiner: Robert M. Pond
Title: REAL TIME METHOD FOR DYNAMIC
PACKAGING ITEMS FOR DISTRIBUTION

Docket No.: 023895/258437
Customer No.: 00826

Mail Stop Amendment
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

DECLARATION OF TONY J. BRICE UNDER 37 C.F.R. § 1.132

Sir:

I, Tony J. Brice, do hereby declare and say the following:

1. I am one of the named inventors of the subject matter disclosed and claimed in the present patent application, U.S. Patent Appl. Serial No. 09/779,974 (the “974 application”) filed February 9, 2001. The ‘974 application also includes Joseph R. Offutt as a named inventor.

2. I previously made statements in a Declaration under 37 C.F.R. §1.131 (“Rule 131 Declaration”) dated July 11, 2007 swearing behind U.S. Patent Appl. Publ. No. 2007/0072937 to Domenick et al. (“Domenick”).

3. I have reviewed the Office Action dated July 26, 2007 in which the Examiner indicates that the Rule 131 Declaration was sufficient to overcome Domenick but indicates that Exhibits 1-5 fail to support possession of a system and preset financial

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arrangements. I have also reviewed the rejection of independent Claims 1 and 14 under 35 U.S.C. §102(e) as being anticipated by U.S. Patent No. 7,092,892 to Sobalvarro et al. (Sobalvarro"). Moreover, I have reviewed the Examiner's request for information as it relates to public use or sale activity of Vision One-to-One.

4. This Declaration is presented in order to establish that the Rule 131 Declaration, including Exhibits 1-5 submitted therewith, support the possession of a system for packaging items based upon preset arrangements between potential providers, as recited by Claims 1 and 14. Namely, a prototype system was employed to implement software that was configured to package items based upon preset arrangements between potential providers, which could be financial or non-financial arrangements. The prototype included software that was configured to run on a system to generate the web pages, such as those web pages actually generated and illustrated in Exhibits 1-5 of the Rule 131 Declaration. In addition, the software included instructions associated with preset arrangements made between providers. For example, Exhibit 5 of the Rule 131 Declaration illustrates that the software included instructions regarding a preset arrangement between American Airlines and the Mandalay Bay Resort and Casino, such that American Airlines offered 500 frequent flier miles to a traveler that booked a deluxe king room for two nights and a roundtrip flight between Dallas/Ft. Worth and Las Vegas.

5. This Declaration is also submitted in order to demonstrate that independent Claims 1 and 14 are distinguishable from Sobalvarro. In particular, Claims 1 and 14 recite that items are packaged based upon preset arrangements between potential providers. I am familiar with Site59 disclosed by Sobalvarro and submit that Site59 is distinct from the claimed invention. Site59 is a system for packaging items, such as last minute travel and entertainment packages. Site59 is not itself a supplier of a particular item but, instead, packages items provided by suppliers. Sobalvarro discloses in col. 11, lines 5-9 that consumers are able to get a better deal because Site59 is able to offer packages at a discount "due to established partnerships with suppliers." Thus, Site59 is able to offer discounted packages based on arrangements between Site59 and suppliers,

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while the claimed invention packages items based on arrangements between suppliers. The arrangements between suppliers could be financial (e.g., offering discounted prices) or non-financial (e.g., offering frequent flier miles) based on a particular package of items from different suppliers.

6. In addition, this Declaration is submitted to address the Examiner's request for information with respect to Vision One-to-One. Vision One-to-One was designed to allow individual suppliers to work more effectively through travel agents who offered the suppliers' products, offers, etc. to the agencies' customers (the end consumer). The idea was that, if an agency had one-to-one agreements with suppliers (e.g., a premium level of commission), Vision One-to-One could highlight these agreements at the point of sale. As a result, the travel agent would have increased visibility with respect to how selling a particular supplier's product would benefit the agency, whether financially (e.g., extra commission) or in the form of better service (e.g., knowing the traveler was an AA Advantage member, the agency could focus on selling American Airlines flights).

7. In contrast to Vision One-to-One, the claimed invention is used to dynamically construct different combinations of supplier items and offer them to anyone. Thus, the claimed invention combines products into packages, which unlocks value not present in the sale of each individual item, whereas Vision One-to-One does no such packaging of items. Moreover, the claimed invention is not dependent on travel agencies and/or any special agreements the agencies might have with suppliers.

8. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements or the like so made are punishable by fine or imprisonment, or both, under 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

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Dated: 1/28/2008

Signed: 
Tony J. Brice